

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B5400194

PRINT DATE: 12/23/14

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<b>SHIP TO:</b>  AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> 1274462942 IRONHAWK INDUSTRIAL DISTRBUTION 2000 AUBURN DR STE 200 BEACHWOOD, OH 44122 (216 ) 378-7611		<b>REFER QUESTIONS TO:</b>  IRIS LESTER (410 ) 767-4612 IRIS.LESTER@MARYLAND.GOV
<b>ITB:</b>	<b>EXPR DATE:</b> 12/31/15 <b>POST DATE:</b> 12/23/14	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR: IRONHAWK INDUSTRIAL DISTRIBUTION  
VENDOR CONTACT: REBECCA SCHALTENBRAND  
VENDOR TELEPHONE: 216 502 4744  
VENDOR EMAIL: BECKY.SCHALTENBRAND

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STATEWIDE CONTRACT  
FOR

SNOW PLOW BLADES

\*\*\*\*\*THIS IS THE FINAL RENEWAL ON CONTRACT 001B2400384\*\*\*\*\*

SCOPE: TO SUPPLY THE STATE OF MARYLAND AGENCIES AND MUNICIPALITIES WITH THEIR NEED FOR SNOW PLOW BLADES.

CONTRACT PERIOD: JANUARY 1, 2015 THRU DECEMBER 31, 2015 (1 YR) WITH THE SAME TERMS AND CONDITIONS.

CONTRACT REQUIREMENTS: QUANTITIES STATED ARE ESTIMATES ONLY AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE THRU THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED. RELEASE WILL BE MADE TO THE REQUESTING AGENCIES ON AN "AS-REQUIRED" BASIS DIRECT TO THE SUPPLIER BY THE USING AUTHORITIES.

THE QUOTATION WAS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN.

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### **TERMS (cont'd):**

ORDER PROCEDURE: ALL ORDERS WILL BE SHIPPED AND BILLED DIRECT TO THE USING AGENCY. AN AGENCY AUTHORIZED BUYER MAY BE REQUIRED TO ISSUE A WRITTEN PURCHASE ORDER TO THE SUCCESSFUL VENDOR FOR ALL ORDERS. THE VENDOR MUST ACCEPT THE MARYLAND CORPORATE PURCHASING CARD WITHIN THE PROCUREMENT OFFICER'S LIMITS FOR PURCHASES NOT EXCEEDING \$5,000.00

DELIVERY: WILL BE MADE WITHIN (90) DAYS UPON WRITTEN RECEIPT OF ORDER FROM THE USING AGENCY. GOODS WILL BE SHIPPED F.O.B. POINT OF ORIGIN FREIGHT PREPAID AND ADDED TO ANY POINT WITHIN THE STATE OF MARYLAND OR USING AGENCY DELIVERY ADDRESS INDICATED ON THE ORDER. ALL PRODUCTS USED IN PACKING, CUSHIONING OR PROTECTION DURING SHIPMENT ARE TO BE MADE OF RECYCLED AND/OR BIODEGRADABLE MATERIALS.

PRICE ESCALATION CLAUSE: DUE TO THE COST OF METAL CONTRACTOR MAY REQUEST IN WRITING A PRICE COST ADJUSTMENT EVERY SIXTY (60) DAYS AFTER AWARD OF THE CONTRACT. ANY PROPOSED INCREASE/DECREASE IN PRICING SHALL BE ACCOMPANIED BY THE DOCUMENTATION OF RAW MATERIALS PRICE INCREASE AND SENT TO DGS AT LEAST FIFTEEN (15) DAYS PRIOR TO DATE PRICE CHANGE IS TO TAKE EFFECT, TO ALLOW FOR ADDENDUM TO BE ISSUED. THE STATE OF MARYLAND RESERVES THE RIGHT TO ADJUST THE PRICING IN ORDER TO KEEP EXPENDITURE WITHIN AUTHORIZED BUDGETARY APPROPRIATIONS.

OPEN MARKET CLAUSE: THE USING AGENCY MAY PURCHASE ON THE OPEN MARKET THE ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR UNANTICIPATED INCREASE IN THE VOLUME OF WORK). THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN CONTRACT PRICE AND OPEN MARKET PURCHASE FOR THE FULFILL THE CONTRACT.

TAXES: SEE TERMS SECTION ON THE FRONT OF THE PURCHASE ORDER.

ACCEPTANCE/TERMINATION CLAUSE: THE VENDOR WILL BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT FOR THE DURATION UNLESS OTHERWISE CANCELED BY THE DEPARTMENT OF GENERAL SERVICES. THE CONTRACT WILL BE CANCELED IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF ITS INTENDED USE.

WARRANTY CLAUSE: ALL PRODUCTS SOLD UNDER THIS CONTRACT ARE TO BE UNCONDITIONALLY GUARANTEED BY THE VENDOR FOR A MINIMUM PERIOD OF ONE (1) YEAR AGAINST DEFECTS. THE SELLER EXPRESSLY WARRANTS THE GOODS FOR THE INTENDED PURPOSE FOR THE PERIOD SPECIFIED BY THE MANUFACTURER.

USAGE REPORT: A MANDATORY USAGE REPORT MUST BE FURNISHED BY THE CONTRACTOR TO DGS EVERY SIX (6) MONTHS DETAILING ALL PURCHASE

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### TERMS (cont'd):

ACTIVITIES AGAINST THIS CONTRACT. THE REPORT MUST BE FILED WITHIN TEN (10) DAYS AFTER THE END OF EACH REPORTING PERIOD. FAILURE TO SUBMIT THE MANDATORY REPORT MAY BE GROUNDS TO TERMINATE FOR DEFAULT AND NEGATE THE CONTRACT EXTENSION CLAUSE. FUTHERMORE, VENDORS MAY BE PRECLUDED FROM BIDDING ON ANY FUTURE REQUIREMENTS.

ADDITINAL USER CLAUSE: PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES AND EQUIPMENT UNDER THIS CONTRACT.

1. A COUNTY OR BALTIMORE CITY;
2. A MUNICIPAL CORPORATION;
3. A GOVERNMENTAL AGENCY IN THE STATE;
4. A PUBLIC OR QUASI-PUBLIC AGENCY THAT;
  - (I). RECEIVES STATE MONEY; AND
  - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 (3) (C) OF THE INTERNAL REVENUE CODE;
5. A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT;
  - (I). EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
  - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 (3) (C) OF THE INTERNAL REVENUE CODE; OR
6. A NON PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION OF 17-106 OF THE EDUCATION ARTICLE.

(B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION. (C) ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN THE CONTRACT. (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL OT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEALE AGAINST THE STATE OF MARYLANDOR ANY OF ITS UNITS OR AGENCIES AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER. THE CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

### PROCESSING FEE

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT,

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### TERMS (cont'd):

MINUS, ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACTS UNIT PRICES 2.

THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER AND THE EMM ACCOUNTANT, AWAWU SALAKO, AT AWAWU.SALAKO@MARYLAND.GOV

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	76006-10000A	EA	58.0000

GRADER BLADE, STEEL #28-7 SEE ATTACHED DIAGRAM.

STATE MODEL: GB20115

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0002	76006-10000A	EA	317.0900
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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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BLADES, CUTTING EDGE SNOW PLOW, CARBIDE, CUTTING EDGE  
RUB00001.50 X10 SIZE: 1-1/2 X 10 X 11' STD PUNCH RUBBER

STATE MODEL: RB10110

\_\_\_\_\_ END OF ITEM LIST \_\_\_\_\_

BILLING: VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF A COMPANY  
ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF  
PAYMENT.

DRUG & ALCOHOL CLAUSE: THE CONTRACTOR WARRANTS THAT THE CONTRACTOR  
SHALL COMPLY WITH COMAR 21.11.08. DRUG AND ALCOHOL FREE WORKPLACE,  
AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE  
TERM OF THIS PURCHASE ORDER.

STATE FEDERAL TAX IDENTIFICATION NUMBER:

STATE VENDOR PHONE NUMBER: (216) 378-7611

STATE VENDOR CONTACT PERSON: PATRICK HAWKINS / BRAD TOTH

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**AUTHORIZED BY:**



BUYER AUTHORIZED DESIGNEE

**DATE:**

12/23/14